

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
CASE NUMBER 08-CV-1722

GD DEAL HOLDINGS, LLC

PLAINTIFF

v.

SURINDER MULTANI, et al.

DEFENDANTS

MOTION FOR DEFAULT JUDGMENT AND
ENTRY OF CHARGING ORDER AGAINST
JUDGMENT DEBTOR'S INTEREST IN BABAJI PS, LLC

Comes now the Plaintiff, GD Deal Holdings, LLC ("GD Deal Holdings"), by and through counsel, and, pursuant to FED. R. CIV. P. 54, FED. R. CIV. P. 69, and 805 ILCS 180/30-20, for its Motion for Default Judgment and Entry of Charging Order Against Judgment Debtor's Interest in Babaji PS, LLC ("Babaji PS"), states as follows:

1. On May 11, 2007, the United States District Court for the Western District of Kentucky granted a judgment to GD Deal Holdings against Surinder Multani for the recovery of \$10,048,295.12 with interest thereon at the judgment rate of 4.9% per annum from the date of judgment until paid.

2. On September 4, 2007, GD Deal Holdings registered the judgment in the United States District Court for the Northern District of Illinois, Case Number 1:07-cv-04965.

3. GD Deal Holdings is informed, and on the basis of such information and belief alleges, that Surinder Multani is a member of Babaji PS. A copy of the Certificate of Formation for Babaji PS demonstrating Surinder Multani's membership is attached hereto as "Exhibit A".

4. Babaji PS was served with process on March 31, 2008, and has failed to file responsive pleadings herein within twenty (20) days thereafter, said Defendant being in default. A

copy of the certified mail receipt for the Summons served on the registered agent for Babaji PS is attached hereto as "Exhibit B".

5. GD Deal Holdings is entitled, under FED. R. CIV. P. 69 and 805 ILCS 180/30-20, to a charging order against the interest of Surinder Multani in Babaji PS.

6. The instant Motion is based on the Affidavit of counsel for GD Deal Holdings, attached hereto as "Exhibit C", and all the pleadings, records and papers on file in this action.

WHEREFORE, the Plaintiff, GD Deal Holdings, LLC, requests:

1. An Order requiring Babaji PS to produce a copy of all agreements concerning Surinder Multani's interest and the interest of other members in Babaji PS, together with evidence showing the interest of Surinder Multani in the income of Babaji PS;

2. A charging order against Surinder Multani's interest in Babaji PS or any other entity or joint venture in which Surinder Multani has an interest; and

3. Such further relief, at law or in equity, that the Court deems just and proper.

This day, July 23, 2008.

THOMAS M. FALKENBERG
WILLIAMS MONTGOMERY & JOHN LTD.
20 North Wacker Drive, Suite 2100
Chicago, Illinois 60606-3094
Telephone: (312) 443-3200

-and-

HARNED, BACHERT & DENTON, LLP
324 East Tenth Avenue
Post Office Box 1270
Bowling Green, Kentucky 42102-1270
Telephone: (270) 782-3938

/s/ Scott A. Bachert
SCOTT A. BACHERT

CERTIFICATION:

This is to certify that a true and correct copy of the foregoing document was electronically filed with the Clerk of the Court this day, July 23, 2008, by using the CM/ECF system, which will send a notice of electronic filing to the following:

Hon. Lucia Nale
Hon. Diane Renae Sabol
Hon. Nicole J. Highland
MAYER BROWN LLP
71 South Wacker Drive
Chicago, Illinois 630606-4637

Hon. Robert T. Kuehl
WELTMAN, WEINBERG & REIS CO., L.P.A.
180 N. LaSalle Street, Suite 2400
Chicago, Illinois 60601

This is to certify that a true and correct copy of the foregoing document was this day, July 23, 2008, placed in the US Mail, postage prepaid, addressed to the following:

Hon. Leroy Simms
6061 Savoy Drive
Houston, Texas 77036

Sapphire Supply, LLC
c/o: Surinder Multani, Registered Agent
2015 S. Arlington Hts. Rd. #120
Arlington Heights, Illinois 60005

Hon. James O. Stola
3701 West Fullerton Avenue
Chicago, Illinois 60647

JGG Investments, LLC
c/o: Kishor Shah, Registered Agent
5 Whippoorwill Court
Roselle, Illinois 60172

Surinder Multani
302 Midwest Club
Oak Brook, Illinois 60523

ABBE Capital and Leasing, LLC
c/o: Surinder Multani, Registered Agent
2015 S. Arlington Hts. Rd. #120
Arlington Heights, Illinois 60005

Safanpreet Multani
302 Midwest Club
Oak Brook, Illinois 60523

ABBE Management Group, LLC
c/o: Robert S. Luce, Registered Agent
399 Quentin Rd. Ste. A
Palatine, Illinois 60067

Surinder Multani
24 Bright Ridge Drive
Schaumburg, Illinois 60194

Babaji PS, LLC
c/o: Narendra Bhalla, Registered Agent
1718 Fry Road, Suite 415
Houston, Texas 77084

Safanpreet Multani
24 Bright Ridge Drive
Schaumburg, Illinois 60194

ABBE Properties, LLC
c/o: Surinder Multani, Registered Agent
2015 S. Arlington Hts. Rd. #120
Arlington Heights, Illinois 60005

Capital Access & Investments, LLC
c/o: Narendra Bhalla, Registered Agent
1718 Fry Road, Suite 415
Houston, Texas 77084

G & S Portage, Inc.
c/o: Ajai Agnihotri, Registered Agent
1856 Samuelson Road
Portage, Indiana 46368

/s/ Scott A. Bachert
SCOTT A. BACHERT

Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709



**Certificate of Formation
Limited Liability Company**

Filed in the Office of the
Secretary of State of Texas
Filing #: 800861023 08/22/2007
Document #: 183172240002
Image Generated Electronically
for Web Filing

Filing Fee: \$300

Article 1 - Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

BABAJI PS LLC

The name of the entity must contain the words "Limited Liability Company" or "Limited Company," or an accepted abbreviation of such terms. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 2 - Registered Agent and Registered Office

☐ A. The initial registered agent is an organization (cannot be company named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

Name:

NARENDRA BHALLA

C. The business address of the registered agent and the registered office address is:

Street Address:

1718 FRY RD SUITE 415 HOUSTON TX 77084

Article 3 - Governing Authority

☒ A. The limited liability company is to be managed by managers.

OR

☐ B. The limited liability company will not have managers. Management of the company is reserved to the members.

The names and addresses of the governing persons are set forth below:

Manager 1: **NARENDRA BHALLA**

Title: **Manager**

Address: **1718 FRY RD SUITE 415 HOUSTON TX, USA 77084**

Manager 2: **SURINDER PS MULTANI**

Title: **Manager**

Address: **24 BRIGHT RIDGE LN SCHAUMBURG IL, USA 60194**

Article 4 - Purpose

The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.

Supplemental Provisions / Information

ARTICLE IV**A - LIMITATION OF MANAGER LIABILITY**

To the greatest extent permitted by applicable law in effect from time to time, a manager of the Company shall not be liable to the Company or its members for monetary damages for an error or omission in the manager's capacity as a manager of the Company except to the extent that the manager is found liable for; (i) a breach of a manager's duty of loyalty to the Company or its members; (ii) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which a manager received an improper benefit; (iv) an act or omission for which the liability of a manager is expressly provided for by same; or (v) an act relating to an unlawful membership interest repurchase or payment of a current or liquidation distribution. If the applicable law is hereafter amended to authorize the further elimination or limitation of the liability of a manager, then the liability of a manager of the Company shall be eliminated or limited to the fullest extent permitted by the applicable law as so amended. No amendment, modification, or repeal of this provision will apply to or adversely affect any right or protection of any manager of the Company hereunder for or with respect to any acts or omission of the manager occurring prior to such amendment, modification or repeal.

B - INDEMNIFICATION AND INSURANCE

The Company shall indemnify the managers, officers, employees, and agents of the Company to the same extent that a corporation is permitted to indemnify its directors, employees, and agents under the Code (or the corresponding provision of any subsequent law), as amended from time to time, as well as to the same extent that indemnification is required under the Code for directors, employees and agents of corporations, Such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled, under any regulations, agreements, vote of members or disinterested manager, or otherwise, both as to the actions taken their official capacity and as to action in another capacity which holding such office, and shall inure to the benefit of the heirs, executors and administrators of such persons. The Company shall have the power to enter into agreements providing for indemnification by the Company of current or former managers, officers, employees and agents or any other person of or who served any predecessor corporation, partnership, joint venture, trust or other enterprises, from and against any and all expenses, liabilities or other matters. The Board of Manager of the Company may purchase, on behalf of the Company, such liability, indemnification and/or other similar insurance as the Board of Manager, in its sole discretion, shall determine is necessary or appropriate from time to time. No amendment, modification, or repeal of this provision will apply to or adversely affect any right or protection of any manager of the Company hereunder from or with respect to any acts or omissions of the manager occurring prior to such amendment, modification or repeal.

C - ACTIONS WITHOUT MEETING

Any action required or permitted to be taken at any meeting for the members, the managers, or any committee, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the members, managers, or committee members, as the case may be, having not less than the minimum number of votes that would be

necessary to take such action at a meeting at which all members, managers, or committee members, as the case may be, entitled to vote on the action were present and voted.

D - PREEMPTIVE RIGHTS

Unless other wise provided in the Company agreement of the Company, no member shall have a preemptive right to acquire any membership interests or securities of any class that may at any time be issued, or sold or offered from sale by the Company

E - CUMULATIVE VOTING

The right of members to cumulative voting in the election of managers is expressly prohibited.

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

SALEEM LAKHANI **6001 SAVOY DR 201, HOUSTON, TX 77036**

Effectiveness of Filing

☒ A. This document becomes effective when the document is filed by the secretary of state.

OR

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

SALEEM LAKHANI

Signature of Organizer

FILING OFFICE COPY

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7160 3901 9845 2711 1528

3. Service Type **CERTIFIED MAIL**4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Babaji PS, LLC
c/o Narendra Bhalla, Registered Agent
1713 Fry Road, Suite 415
Houston, TX 77084

27752.00BUBV

TFF

PS Form 3811, January 2005

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☒ Addressee
D. Is delivery address different from item 1?
If YES, enter delivery address below:
☐ Yes
☒ No

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Track & Confirm

Search Results

Label/Receipt Number: **7160 3901 9845 2711 1528**
Status: **Delivered**

Your item was delivered at 2:58 pm on March 31, 2008 in HOUSTON, TX 77084. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

Track & Confirm

Enter Label/Receipt Number.

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
CASE NUMBER 08-CV-1722**

GD DEAL HOLDINGS, LLC

PLAINTIFF

v.

SURINDER MULTANI, et al.

DEFENDANTS

AFFIDAVIT OF SCOTT A. BACHERT

Scott A. Bachert, being sworn, deposes and says:

1. He is attorney for GD Deal Holdings, LLC, Plaintiff and judgment creditor in the above-entitled action, and makes this Affidavit in support of Plaintiff's foregoing Motion for Default Judgment and Entry of Charging Order Against Judgment Debtor's Interest in Babaji PS, LLC.

2. On May 11, 2007, the United States District Court for the Western District of Kentucky granted a judgment to GD Deal Holdings against Surinder Multani for the recovery of \$10,048,295.12 with interest thereon at the judgment rate of 4.9% per annum from the date of judgment until paid.

3. On September 4, 2007, GD Deal Holdings registered the judgment in the United States District Court for the Northern District of Illinois, Case Number 1:07-cv-04965.

4. The judgment remains outstanding and unsatisfied.

5. Affiant is informed and believes, and on that basis alleges, that Surinder Multani is a member of Babaji PS, LLC and the interest of Surinder Multani may properly be charged with the unpaid judgment in this action.

6. Babaji PS, LLC was served with process on March 31, 2008.

7. Babaji PS, LLC has failed to file responsive pleadings herein.

8. Affiant has received no pleadings or papers from Babaji PS, LLC.

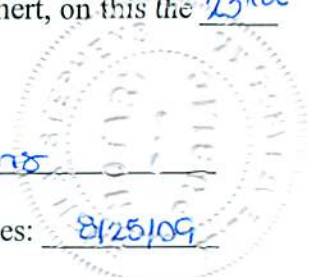
This the 27th day of July, 2008.

Scott A. Bachert
SCOTT A. BACHERT

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF WARREN)

Subscribed, sworn to and acknowledged before me by Scott A. Bachert, on this the 23rd
day of July, 2008.

Sheila Stephens
NOTARY PUBLIC
My Commission Expires: 8/25/09



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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
CASE NUMBER 08-CV-1722**

GD DEAL HOLDINGS, LLC

PLAINTIFF

vs.

SURINDER MULTANI, et al.

DEFENDANTS

**DEFAULT JUDGMENT AS AGAINST BABAJI PS, LLC
AND ORDER ENTERING CHARGING ORDER**

This matter having come before the Court on GD Deal Holdings, LLC's Motion for Default Judgment and Entry of Charging Order Against Judgment Debtor's Interest in Babaji PS, LLC, the Court finds as follows:

1. On May 11, 2007, the United States District Court for the Western District of Kentucky granted a judgment to GD Deal Holdings against Surinder Multani for the recovery of \$10,048,295.12 with interest thereon at the judgment rate.
2. On September 4, 2007, GD Deal Holdings registered the judgment in the United States District Court for the Northern District of Illinois, Case Number 1:07-cv-04965.
3. The judgment has not been satisfied.
4. GD Deal Holdings, LLC is entitled as a matter of right under 805 ILCS 180/30-20 to a charging order against any interest of Surinder Multani in a limited liability company. There is no just reason for delay in entry of a charging order.
5. Surinder Multani is a member of Babaji PS, LLC.
6. Babaji PS, LLC was served with process and a copy of the Complaint on March 31, 2008 and has failed to file responsive pleadings; therefore, being in default.

THEREFORE, IT IS ORDERED that the Plaintiff's Motion for Default Judgment is GRANTED.

IT IS FURTHER ORDERED by the Court that the interest of Surinder Multani as a member of Babaji PS, LLC be and is hereby subjected to an encumbrance and charging order in favor of and for the benefit of GD Deal Holdings, LLC.

IT IS FURTHER ORDERED by the Court that Babaji PS, LLC pay over to GD Deal Holdings, LLC such amounts as may from time to time become payable or distributable to Surinder Multani by reason of his interest in Babaji PS, LLC.

IT IS FURTHER ORDERED by the Court that Surinder Multani pay to GD Deal Holdings, LLC such amounts as may from time to time become payable or distributable to Surinder Multani by reason of his interest in Babaji PS, LLC.

IT IS FURTHER ORDERED by the Court that Babaji PS, LLC produce, within fifteen (15) days of the date of this Order, a copy of all operating agreements for Babaji PS, LLC and/or any other agreement controlling the interest of Surinder Multani, with such documents to be provided to GD Deal Holdings, LLC's attorney, together with evidence showing the value of the capital and/or income attributable to the interest of Surinder Multani in Babaji PS, LLC and copies of any and all tax returns filed during the last three (3) years on behalf of Babaji PS, LLC.

IT IS FURTHER ORDERED by the Court that Babaji PS, LLC file with the Clerk of this Court, within fifteen (15) days of the date of this Order, a sworn statement reporting to the Court all amounts distributable or payable to Surinder Multani at the time of this Order. In such sworn statement, Babaji PS, LLC shall state the value at the time of entry of this Order of both the capital and income account attributable to Surinder Multani's interest in Babaji PS, LLC.

Jurisdiction is retained for such further orders and proceedings as may be necessary.

DATED, this the _____ day of _____, 2008.

JUDGE, UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

Tendered by:

THOMAS M. FALKENBERG
WILLIAMS MONTGOMERY & JOHN LTD.
20 North Wacker Drive, Suite 2100
Chicago, Illinois 60606-3094
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-and-

HARNED, BACHERT & DENTON, LLP
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/s/ Scott A. Bachert
SCOTT A. BACHERT